

State of Delaware

BOTTLED WATER

Contract No. 05-365-SD

March 22, 2005

Reverse Auction

***- Deadline to Respond -
April 26, 2005
10:00 a. m. - 2:00 p.m.(EST)***

STATE OF DELAWARE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD. – SUITE 100
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

CONTRACT # 05-365-SD

CONTRACT TITLE: BOTTLED WATER

To assist us in obtaining good competition on our Invitation to Bids, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

CONTRACT NO.: 05-365-SD
TITLE: BOTTLED WATER
CLOSING DATE: APRIL 26, 2005

NON-COLLUSION STATEMENT

This is to certify that the undersigned offerer has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Division of Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Support Services.

COMPANY NAME _____ Check one)

| | |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual |

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

| COMPANY CLASSIFICATIONS: CERT. NO. _____ | (circle one) | | (circle one) | | (circle one) | |
|---|--|--------|---|--------|--|--------|
| | <u>Women</u> <u>Business</u> <u>Enterprise(W</u> <u>BE)</u> | Yes No | <u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u> | Yes No | <u>Disadvantaged</u> <u>Business Enterprise</u> <u>(DBE)</u> | Yes No |

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

INVITATION TO BID
CONTRACT NO. 05-365-SD
BOTTLED WATER
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Bottled Water requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, the Legislative Branch or the Board of Pension Trustees and their consultants, are specifically excepted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendors contract shall be valid for a one (1) year period from June 1, 2005 through May 31, 2006. Each contract may be renewed for two (2) additional one year period under the same terms and conditions. Agreement on this optional year must be in writing from both the contractor(s) and the Division of Support Services and must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Price will remain firm fixed for the duration of this contract year. Prices should include monthly rental fee for cooler and the cost of 5 gallon jug of water. (The total unit cost is the cost of a five gallon jug of water and the rental of the cooler.)

Prices will remain firm for the term of the contract.

5. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

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6. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. **Approximately One Thousand (1000) hot and cold coolers are currently utilized, as well as 127,000 (5) gallon bottles of bottled water throughout the state of Delaware.**

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **PROPOSAL BOND REQUIREMENT:**

Proposal Bond Waived.

9. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

10. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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Department of Administrative Services
Division of Support Services

10. **MANDATORY INSURANCE REQUIREMENTS (Continued):**

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Division of Support Services
Contract No. 05-365-SD
State of Delaware
820 Silver Lake Blvd. Suite 100
Dover, DE 19904**

11. **BASIS OF AWARD:**

The Division of Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Division of Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

The awarded Vendor must be able to service all State Agencies throughout the State. Approximately One Thousand (1000) hot and cold coolers are currently utilized, as well as 127,000 (5) gallon bottles of bottled water throughout the state of Delaware.

12. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish the Division of Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

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13. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions. The Division of Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Division of Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

16. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested offerors.

A report must be furnished by the successful contractor **electronically, in Excel format after each one(1) month period** detailing the purchasing of all items on this contract. The format to be followed is described herein and must be **filed within fifteen (15) days after the end of each reporting period**. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may be precluded from bidding on any future requirements.

| BUSINESS/AGENCY | NO. OF BOTTLES | NO. OF COOLERS | TOTAL \$ |
|-----------------|----------------|----------------|------------------|
| DOP | 120 | 1 | <u>\$ 89.74</u> |
| DHCI | 120 | 3 | <u>\$ 100.02</u> |

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Division of Support Services

17. **BUSINESS REFERENCES:**

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

18. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

19. **BILLING:**

The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

20. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

21. **CUSTOMER SERVICE CONTACT:**

The successful vendor must have a customer service contact for agencies to report service problems five (5) days/week, twenty-four (24) hours/day. Each vendor must have a telephone number that is either: (1) toll free; or (2) accept calls collect.

22. **DELIVERY SLIPS AND INVOICES:**

Delivery slips must be signed by authorized personnel within the agencies. Acceptance shall be for goods received and will not verify invoice accuracy.

23. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Division of Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

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24. **PROPOSAL/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed and the contract form delivered to the successful contractor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Division of Support Services.

25. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

26. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

27. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

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28. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

29. **TERMINATION OF CONTRACT:**

a. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

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30. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Invitation to Bid, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Invitation to Bid
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

31. **ASSIGNMENT:**

This contract cannot be assigned except by express written consent from the Director of Div. of Support Services, of the State of Delaware.

CONTRACT NO. 05-365-SD
BOTTLED WATER
INVITATION TO BID

SPECIFICATIONS

SCOPE:

The purpose of this ITB is to supply bottled drinking water and the rental of the coolers throughout the various state agencies for the State of Delaware. Price should include monthly rental fee for cooler as well as the 5 gallon jug of water

A. EQUIPMENT:

Hot/cold water unit must be new and include a cone cup dispenser. All equipment must be U.L. Approved. Bottled water jug to be 5 gallon capacity.

B. WATER SOURCE:

All plant procedures and testing must conform to F.D.A., E.P.A., and N.S.F. regulations and standards.

All water shall be bottled in accordance with all applicable state and federal regulations.

C. BOTTLED WATER CERTIFICATION PROGRAM:

Vendor **must** include with bid, a copy of laboratory testing reports and spec sheets to insure purity of water.

D. REMOVAL OF BOTTLES:

During the life of the contract, all bottles will remain the property of the contractor. The contractor is responsible for the removal of all empty bottles. The contractor must remove empty bottles when delivery replacements arrive or within five (5) working days of request by the using agency, whichever is earlier. The contractor must reuse removed bottles whenever possible.

E. DELIVERY/INSTALLATION:

All bottled water, cooler units and related supplies and equipment must be delivered and installed at the location specified by using agency. **The contractor must make delivery and complete installations within five (5) working days of receipt of request.**

5a.) It will be the responsibility of the successful bidder to determine/establish delivery schedules for each respective agency.

5b.) Using agency will contact the appropriate contractor who was awarded their area. The agency will advise the contractor of the number of bottles necessary to service each cooler and its location.

F. BROCHURES:

Vendor will supply with their bid, a brochure of the unit they are bidding

CONTRACT NO. 05-365-SD
BOTTLED WATER
INVITATION TO BID

SPECIFICATIONS (cont.)

G. INFORMATION:

1. The Bidder shall make available upon request the following:

- a. Chemical, physical and radiological analysis of the bottled water.
- b. Inspection and approval of watershed.
- c. State Health Department inspection report of bottling plant.
- d. The source of the water must comply with all applicable federal and state statutes and regulations.

2. Bacteriological Analysis:

All bidders must submit with their bid a copy of the latest bacteriological analysis of their bottled water.

3. Geographical locations:

The State of Delaware Counties are divided into (3) three zones, New Castle, Kent, and Sussex Counties. The awarded bidder must be able to service all agencies in all three counties.

4. National Sanitation Foundation Certification:

The bidder must have National Sanitation Foundation (NSF) certification for their bottling facility.

5. Testing Requirements:

The state shall have the right to have the water tested for purity and compliance with specifications. In the event that the water samples fail to pass the initial testing, a second test shall be conducted. If results of the second test are not satisfactory to the State, this contract shall be terminated.

H. TRANSITIONAL PERIOD:

In the event that a contractor (s) is not selected prior to the contract expiration date or by termination by the State of Delaware it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until new contracts can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

CONTRACT NO. 05-365-SD
BOTTLED WATER
INVITATION TO BID

SPECIFICATIONS

DETAILED REQUIREMENTS:

I. INSIDE DELIVERY:

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee. **Note that quoting on these fees is optional and will be factored into the bid evaluation.**

J. CONE CUPS:

Waxed cone cups for the coolers are to be 9 ounce wax cups. Please specify how packaged. You must specify how many in a sleeve and how many sleeves are in a case.

**CONTRACT NO. 05-365-SD
BOTTLED WATER SERVICE**

BID QUOTATION REPLY SECTION

| ITEM # | DESCRIPTION | MONTHLY RENTAL |
|---------------|--|------------------------|
| 1. | Bottled Water, five (5) gallon jug, | \$ _____ |
| 2. | Monthly Rental Fee for cooler unit. | \$ _____ |
| 3. | Bottle deposit for lost or stolen bottles. | \$ _____ per bottle |
| 4. | Optional inside delivery Fee | \$ _____ |
| 5. | Installation Fee, if any | \$ _____ |
| 6. | Cone Cups, 9 ounce (specify how many in a sleeve) _____ per sleeve _____ per case | \$ _____ per case |

Estimated bottles (5 gallon) of water per year is 127,000 (one hundred twenty seven thousand).

Estimated coolers utilized by our agencies is 1,000 (one thousand).

All interested bidders must provide proof that their water has been approved in a bottled water certification program.

COMPANY

DATE _____